REMARKS/ARGUMENTS

Claims 42, 42, 50, 51, 55, 56, 59, 60, 65 and 68 stand rejection under 35 U.S.C. § 112 2nd Paragraph for the following reason, the term "match" is not defined by the claims, the specification does not provide a standard for ascertaining the requisite degree or context of said "match". Applicants traverse this grounds of rejection.

Applicant's specification defines "match" as the matching of names and other personal data, e.g. biometrics – fingerprints, etc. One embodiment in the current application teaches the screening of individuals against watch lists prior to boarding an airplane, or prior to employment. Such a screening can be a simple text–based "matching" of names and other personal data, especially, biometrics like fingerprint minutiae or features of the human face, see paragraph 4. The current specification further defines "match" within an embodiment of the current application by using a contract 601. Specifically disclosed and claimed is a contract that defines the service processing steps of matching, see paragraphs 95 – 104 of the specification. Accordingly, applicants believe that the pending claims are clear and distinct to overcome the rejection under 35 U.S.C. § 112 2nd Paragraph.

Claims 1 – 68 stand rejected under 35 U.S.C. § 102(b) as being anticipated by Schneier et al. U.S. Patent 6,099,408 (hereafter referred too as Schneier). Applicants traverse this grounds of rejection for the following reasons.

Schneier has at the core technology the use of "random numbers" to ensure the confident exchange of information with keys, see the abstract, Figures 2, 3, 5, 6, 7, 8, 9, 10 and 11 – 18. The only feature that Schneier teaches that appears to be similar, in wording only, to applicants' claimed invention is the disclosure of

Appl. No. 10/065,802
Response to the outstanding 6 month SSP Office Action Dated Dec. 14, 2004

cryptographic processors 210 and 310. However, Schneier's cryptographic
processor is only used for transmitting a set of random numbers and encryption
keys to and from game players in a gaming system, see column 2, lines 4 – 35.
No where in Schneier is there a teaching that a "contract" is used as claimed in
applicants' claims, and as required under 35 U.S.C. § 102(b). Furthermore there
are no suggestions in Schneier to include additional elements that address the
additional elements of the applicants' claimed invention. The inclusion of these
additional claimed features would teach away from the teachings of the Schneier
patent. The storing of a player data, such as name, social security number,
credit card number and the public/private encryption keys (see column 5, lines 11
– 16) does not teach or suggest applicants' claimed invention of requiring
"….uploading said service specification into said secure computation
environment; enforcing said service specification with regards to all cooperating
parties;….".

Another fundamental difference between Schneier and applicants' claimed
invention is that the subject being "matched" does not have access to the
system. The underlying feature of Schneier is to allow the "player" access to the
gaming system to conduct wages, see column 14, line 59 – column 16, line 55.

It is noted the examiner stated that a "suggestive" reading of Schneier implies
that applicants' claimed service specification is taught. Again, applicants
traverses this point because applicants' service specification involves the
interaction between parties whereas Schneier seeks to prevent any interaction
between parties, see column 7, line 46 – column 8, line 24. Nor does Schneier
teach or suggest an "…enforcing said service specification with regards to all
cooperating parties…" as required by applicants' claims.

In addition, the Examiner further suggests that random number information
associated with a player is also part of the service specification as claimed by

applicants. This is completely in error. Applicants' claimed service specification is required to "....identify cooperating parties", "...identify a requestor and format a service request", "...validating the actual requestor and the content of the service request against an expected requestor and expected contents as defined in the service specification"; and ..."executing the conditional processing and the notifications as defined in the service specification." None of these claimed features are taught or suggested by Schneier. It is clear that applicants' claimed service specification includes more collective limitations that are not taught or suggested by the single aspects of Schneier.

Schneier further fails to teach or suggest applicants claimed secure computation environment in a host system, where the "....service specification (loaded) into said secure computation environment". The Examiner's suggestion "whereas the setup of players selection / authentication, on a per player per se, and multiple player embodiment insofar as the clients and servers clearly have the same rules and all associated information required to play" is also incorrect. Applicants' claimed service specification controls the host system not vice versa. Schneier would fail to function if a third party dictated the rules of game play. Applicants' invention requires a host system receiving the claimed service specification or "contract" to function based on the contract.

The Examiner further suggests that the game player is both the "individual" and the "requester". Again, this teaches away from applicants' claimed invention which requires "...identify a requestor and format of a service request, said request is adapted to contain information about an individual".

Applicants' claimed invention further requires "...a machine interpretable contract" as claimed in claims 33, 37, 40 and 41. Schneier fails to teach or suggest "...a machine interpretable contract between all parties, which would cooperate with a particular application running on said host computer;

Appl. No. 10/065,802
Response to the outstanding 6 month SSP Office Action Dated Dec. 14, 2004

uploading said contract into said secure computation environment;

enforcing said contract with regards to all cooperating parties; "

Applicants' claimed invention further requires either "...at least one contract for
governing a service between a service provider, a client and at least one other
party..." or "....a contract ID for any contract that governs a service between the
service provider, the client and the at least one other party." Schneier fails to
teach a contract or a contract ID for governing a service, for matching
identification, involving a service provider, a client and at least one other party.
Regarding the Examiner's assertion that clients can pass information between
themselves in the gaming environment of Schneier, this feature is not seen by
applicants. What Schneier clearly teaches is that there is "no" interaction among
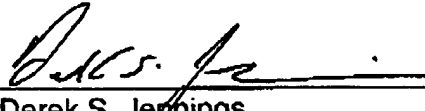other clients, see column 7, line 46 – column 8, line 24.

While the Examiner has broadly interpreted the claims of the present invention,
the desired effect has failed to produce the elements as required by applicants'
claims. In addition, the overall teachings of Schneier teaches away from the
present claimed invention. Applicants believes that Schneier is non-analogous
prior art, both from a presently claimed invention and from the subject matter of
applicants' specification.

Accordingly, applicants believe that claims 1 – 68 are not anticipated nor made
obvious by Schneier et al. U.S. Patent 6,099,408. But are in fact in condition for
allowance and the application should be allowed to issue.

Appl. No. 10/065,802
Response to the outstanding 6 month SSP Office Action Dated Dec. 14, 2004

Please charge any fee necessary to enter this paper and any previous paper to deposit account 09-0468.

Respectfully submitted,

By: _____

Derek S. Jennings
Registered Patent Agent /
Senior Patent Agent
Reg. No. 41,473

IBM Corporation
Intellectual Property Law Department
1101 Kitchawan Road
Route 134
P. O. Box 218
Yorktown Heights, New York 10598
Telephone No.: (914) 945-2144

Page 23 of 23